



Department of General Services  
Procurement Division  
707 Third Street, Second Floor  
West Sacramento, California 95605

# **MASTER SERVICES AGREEMENT ELECTRONIC LIBRARY SERVICES USER GUIDE**

**CONTRACTORS AND CONTRACT NUMBERS:**

**5-03-76-01 to West, a Thomson Business  
5-03-76-02 to LexisNexis  
5-03-76-03 to Choice Point**

**CONTRACT TERM:** March 1, 2004 through February 28, 2007

**SERVICE:** **ELECTRONIC LIBRARY SERVICES**

**DISTRIBUTION CODE:** ALL CONTRACTING OFFICES; LOCAL AGENCY LIST; MSA  
CONTRACTORS, PD CENTRAL RECORDS

**NOTE:** Electronic version of all documents associated with this MSA can be found on the DGS/PD  
Internet web page: [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd)

**USER GUIDE ISSUE DATE AND EFFECTIVE DATE:** March 1, 2004

**Any questions regarding this MSA shall be directed to the contract administrator:**

**DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION, MULTIPLE AWARD PROGRAM  
DION CAMPOS, CONTRACT ADMINISTRATOR  
707 THIRD STREET, 2<sup>ND</sup> FLOOR  
WEST SACRAMENTO, CA 95605  
PHONE (916) 375-4541  
FAX (916) 375-4395  
E-mail: [dion.campos@dgs.ca.gov](mailto:dion.campos@dgs.ca.gov)**

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**RUSS GUARNA, Purchasing Manager, Acquisitions Branch**

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# ELECTRONIC LIBRARY SERVICES

## SECTION I

### INTRODUCTION AND GENERAL INFORMATION

The Electronic Information Library Services Master Service Agreement (MSA) provides State and Local Agencies with access to firms that specialize in database research. These firms provide electronic access, via modem, Internet or CD-ROM, to their Legal, Public Records or Business/News databases.

This MSA offers the following benefits to State and Local Agencies:

1. Able to download most current legal, public records and business/news information to the desktop of legal and professional staff within minutes.
2. Eliminate time and expense associated with the establishment and maintenance of hard copies of important reference materials.
3. Reduced rates (monthly or hourly) based on aggregated statewide volumes.
4. Eliminate extensive bidding and contracting procedures by using the standardized MSA ordering process.
5. The agency manages the project, approves the deliverables, and authorizes payment to the contractor.
6. DGS/ Contractor online Fixed Pricing.
7. DGS online Suppliers Catalog.

A Local Agency is any city, county and any other government body empowered to spend public revenues. **While the State of California makes this Master Agreement available to Local Agencies, they should make their own determination whether it is consistent with their local procurement policies and regulations.**

PCC 10298 b. states that DGS “makes available to any city and county, district, or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology or services for assisting the agency in acquisitions conducted”.

Local agency requirements are listed in Page 5, Section 1 – I.

All contractors that have been selected for this MSA type of service is exempt from Non Competitive Bidding (previously called Sole Source) per MM 03-10 Section D item 13, and an NCB is not required to issue your service contract.

#### **A. DGS/PD, MULTIPLE AWARD PROGRAM SECTION (MAPS) CONTRACT ADMINISTRATOR**

Dion Campos  
707 Third Street, Second Floor  
West Sacramento, CA 95605  
Voice: 916/375-4541  
Fax: 916/375-4395  
E-mail: [dion.campos@dgs.ca.gov](mailto:dion.campos@dgs.ca.gov)

# ELECTRONIC LIBRARY SERVICES

## B. CONTRACTOR LISTING

### **MSA 5-03-76-01**

#### **West, a Thomson Business**

Attn: Janet Kennedy  
610 Opperman Drive  
Location (D5-S495)  
Eagan, MN 55123  
Phone: 651/687-5657 Fax: 651/6875686  
E-mail: [janet.kennedy@thomson.com](mailto:janet.kennedy@thomson.com)

### **MSA 5-03-76-02**

#### **LexisNexis, a division of Reed Elsevier Inc.**

Attn: Melody Johnson  
3192 Swallows Nest Drive  
Sacramento, CA 95833  
Phone: 916/649-8125 Fax: 509/272-2377  
E-mail: [melody.johnson@lexisnexis.com](mailto:melody.johnson@lexisnexis.com)

### **MSA 5-03-76-03**

#### **Choice Point**

Attn: Virginia Rudzinskas  
3769 Loma Drive  
Shingle Springs, CA 95682  
Phone: 530/676-3065 Fax: 530/677-0960  
E-mail: [Virginia.rudzinskas@choicepoint.net](mailto:Virginia.rudzinskas@choicepoint.net)

## C. TERM OF MSA

The term of this Master Service Agreement (MSA) is three (3) years, with two (2) one-year renewals at the option of the State. The contract start date is March 1, 2004 through February 28, 2007.

## D. RESTRICTIONS

There are no restrictions for this MSA.

## E. PRICING

All contractors' price schedules for this MSA are fixed rates for the entire term of this MSA. Ordering agencies will pay the rate specified on the DGS website, rates may not exceed this published contract rate; contractors may agree to reduce their rates on an individual project basis.

# **ELECTRONIC LIBRARY SERVICES**

## **F. PRODUCT PRICE DECLINES**

Price declines shall be effective immediately upon any public notification of the decline.

1. Price Declines-All prices quoted shall be firm fixed maximum for the first three years of the contract period. However, should a price decline be announced by the contractor after contract award, and is prior to the State utilizing the services, then the contractor shall pass the savings in total to the State of California. Any interest, finance, or other charges based on the contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total.

## **G. CONTRACTOR COLLECTION AND PAYMENT OF THE DGS MANAGEMENT FEE**

The current DGS administrative fee is set at 2.13% specified percentage of invoiced sales. The said administrative fee shall be added to the contractor billing and recovered from the participants requesting use of this contract. The Contractor is required to pay to DGS the recovered administrative fee in the form of a check payable to: Department of General Services, Procurement Division, and (Multiple Award Program). The Contractors must pay the assessed administrative fee to the State of California commencing 45 days after contract start date, continual by the 30<sup>th</sup> calendar day of each proceeding month. This service will be performed by Contractor at no additional charge to DGS or participants.

The checks should be mailed to:

State of California – DGS  
Procurement Division 707 Third Street, Second Floor  
P.O. Box 989054  
West Sacramento, CA 95605  
Attn: Dion Campos, Multiple Award Program

DGS shall annually set the percentage for such administrative fee and shall notify Contractor of the percentage set each year. Contractor shall show said administrative fee as a separate line item on each Participants monthly invoice report. Payment of the administrative fee by Contractor shall be made to DGS irrespective of reimbursement by each Participating State or Local Government Agency. DGS represents that it may at its discretion make separate arrangements with any Participating Subdivision for recovery of a DGS administrative fee on a direct payment method from any said Participants.

## **H. CUSTOMER REPORTING REQUIREMENTS**

The users of this contract shall provide the Department of General Services (DGS) - Procurement Division (PD), contract administrator a copy of their Std. 213 and Std. 215 or comparable ordering documents for local government contract agreement for services.

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## **I. FOURTH AND FIFTH YEAR CONTRACT EXTENSION**

Ninety (90) days prior to the contract term date, each Contractor shall in writing request to the State of California DGS Contract Administrator, that the State utilize its option for a one year contract extension.

## **J. PRODUCT PRICE ESCALATIONS AND DECLINES**

Price escalations and declines can only occur if approved by the Department of General Services, Contract Administrator and only after the third year of the contract term. Price declines shall be effective immediately upon any public notification of the decline.

### **1. Price Escalation**

Prices quoted shall be a firm fixed price for three (3) years. Prices may be allowed to escalate after the third year by mutual agreement with a maximum of two (2) percent annual increase; however, only one price escalation may be allowed within any twelve (12) month period after the third year of this MSA.

### **2. Price Declines**

Should a price decline be announced by the contractor after contract award, and prior to the State utilizing the services, then the contractor shall pass the savings in total to the State of California. Any interest, finance, or other charges based on the contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total.

## **K. BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. Invoicing and Payment**

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices. The State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

### **2. Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreements and Contractor shall not be obligated to perform any provision of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the potion to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

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## **3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5 commencing with Section 927.

## **L. GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: Contractor signed and agreed to the General Terms and Conditions (GTC - 103) and will be included in the agreement by referenced to Internet site: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts) .

## **M. CONTRACTOR CERTIFICATION CLAUSES**

PLEASE NOTE: Contract signed and agreed to the contractor Certification Clauses (CCC - 103) and will be included in the agreement by referenced to Internet site: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts) .

## **N. SETTLEMENT OF DISPUTES**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with (Agency Name, Director or Designee Title) within ten (10) days of discovery of the problem.

- a. Except where the State has specifically retained the right in this Agreement to make the final decision on a matter which Contractor must accept as final, any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Deputy Director, Procurement Division of the Department of General Services, or a representative, shall be available to assist in the resolution by providing advice to both parties as to the State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.
- b. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. Contractor shall continue with the responsibilities under this Agreement during any dispute.

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## **O. CANCELLATION/TERMINATION**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- a. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract.
- b. Contract termination or cancellation shall be effective as of the date indicated in the State’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

## **P. DISABLED VETERAN BUSINESS ENTERPRISE**

There are no subcontracting possibilities for Disabled Veteran Business Enterprise (DVBE) participation goals and therefore were not included as a bid requirement for this MSA.

## **Q. SMALL BUSINESS PREFERENCE**

None of the contractors were certified California Small Businesses, therefore this preference was not included as a bid requirement for this MSA.

## **R. LOCAL AGENCIES GUIDELINES FOR USE OF THIS MSA**

1. Local agencies must have obtained internal approval prior to issuing an order against this MSA. Local agencies must agree to all the terms and conditions of this MSA when issuing orders against this MSA.
2. Local agencies may use their own contract forms but must include all pertinent information as required by State ordering agencies—the data elements are described in Section VI, Forms
3. DGS charges the users of this MSA an administrative fee. The DGS administrative fee is a specified percentage of contracted services. DGS annually sets the percentage for such administrative fee. Agencies using this MSA should check the DGS website for current rates. The DGS administrative fee shall be added to the contractor’s rates for this MSA. Local agencies must agree to the State’s administrative fee. The Contractor will include in your invoice the management fee bill the local agency for using this MSA as outlined above.



# ELECTRONIC LIBRARY SERVICES

## SECTION II

## ORDERING PROCEDURES

This user guide is designed to help the ordering agency with the final selection of a Contractor. In addition to procedures found in this user guide and the DGS/OLS State Contracting Manual, the ordering agency's internal contract procedures also must be followed.

### A. EXECUTING MSA SERVICE CONTRACT

#### 1. Preparation of Contract (refer to Section IV, Forms)

Following their individual department/agency contracting procedures, State Agencies should use the state Standard Agreement (STD.213 and STD. 215) to initiate the MSA Service Contract. The ordering agency's DGS billing code must be listed on the Std. 213 state form.

**Do not change or repeat the terms and conditions of this MSA...Note: The MSA contract language with DGS is incorporated by reference and is not attached to the ordering agency's contract.**

#### 2. Processing of Contracts for State Agencies

- a) **Contracts  $\leq$ \$50,000 are exempt from DGS/OLS Review/Approval**
- b) Follow individual department/agency's procedure for distributing completed contracts.

#### 3. **Contracts $\geq$ \$50,000 are subject DGS/OLS Review/Approval COPIES NEEDED FOR STD. 213, and STD. 215;** follow the existing Standard State Contracting process with OLS.

## SECTION III

## FORMS

See DGS Website [www.ols.dgs.ca.gov](http://www.ols.dgs.ca.gov) then selects the proper form(s).